

EXHIBIT D

CAUSE NO. *SC10450*

CRYSTAL CHILDS,

Plaintiff,

v.

BBVA USA BANCSHARES, INC.,

Defendant

IN THE JUSTICE COURT

PRECINT 8

TARRANT COUNTY, TEXAS

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Plaintiff Crystal Childs, ("Plaintiff") and files this *Original Petition against* BBVA USA BANCSHARES, INC. (hereinafter referred to as "Defendant") for cause of action and this Petition respectfully shows the Court the following:

DISCOVERY CONTROL PLAN LEVEL

1. Plaintiff reserves the right to petition this Court to engage in pretrial discovery pursuant to Rule 500.9 of the Texas Rules of Civil Procedure.

JURISDICTION AND VENUE

2. This Court has personal jurisdiction over all the parties because both parties reside and/or engage in business in the State of Texas. Further, this Court has jurisdiction of this cause of action in that it involves an amount in controversy within the original jurisdiction of this Court.

3. Plaintiffs seek monetary relief within this Court's jurisdictional limits.

4. Venue in Tarrant County, Texas is proper in this cause pursuant to Section 15.002 of the Texas Civil Practice and Remedies Code because all or a substantial part of the events or omissions giving rise to this lawsuit occurred in Tarrant County, Texas.

PARTIES AND SERVICE

5. Plaintiff is a natural person residing in Tarrant County, Texas.

6. Plaintiff is allegedly obligated to pay a "Consumer Debt" for a credit card.
7. Plaintiff is a "Consumer" meaning Plaintiff is a natural person who is obligated or allegedly obligated to pay any debt.
8. The Consumer Debt is an obligation or alleged obligation of the Plaintiff to pay money arising out of a transaction in which the money, property, or services which are the subject of the transaction are primarily for personal, family, or household purposes.

DEFENDANT

9. Defendant may be served with process through its registered agent for service of process at CT Corporation System located at 1999 Bryan St., Ste. 900, Dallas, TX 75201.
10. Defendant is a debt collector as defined under Tex. Fin. Code Ann. § 392.001(6) because Defendant has engaged in direct or indirect debt collection against the Plaintiff in Texas.

FACTUAL ALLEGATIONS

11. Plaintiff re-alleges and incorporates by reference paragraphs in this complaint as though fully set forth herein.
12. On December 22, 2020, Plaintiff sent a written dispute in regards to the Consumer Debt to the Defendant. See Exhibit A.
13. On April 1, 2021, Plaintiff reviewed her credit report and discovered that the Defendant continued to report the same information and did not mark the Consumer Debt as disputed. See Exhibit B.
14. Defendant continues to misrepresent the Consumer Debt as a non-disputed account which takes off more points from Plaintiff's credit scores than a disputed debt.
15. Defendant's failure to mark the Consumer Debt as disputed injured the Plaintiff's credit scores and credit history.

16. Defendant's erroneous debt collection and credit reporting continues to affect Plaintiff's creditworthiness and credit score and affects her ability to obtain credit at otherwise superior terms.

17. As a result of Defendant's conduct Plaintiff has been injured by denial of credit, increased interest rates, mental anguish, frustration, and a disturbance to her daily routine.

CAUSE OF ACTION
VIOLATIONS OF THE TEXAS DEBT COLLECTION ACT

18. Plaintiff re-alleges and incorporates by reference paragraphs in this complaint as though fully set forth herein.

19. Defendant's debt collection efforts against Plaintiff violated various provisions of the TDCA.

20. Section 392.304 provides a non-exhaustive list of Fraudulent, Deceptive, or Misleading Representations prohibited by a debt collector:

(a) misrepresenting the character, extent, or amount of a consumer debt; Tex. Fin. Code Ann. § 392.304(8); and

(c) using any other false representation or deceptive means to collect a debt or obtain information concerning a consumer. Tex. Fin. Code Ann. §392.304(19).

21. For the aforementioned-reasons, Defendant violated the TDCA.

22. For these reasons, Defendant is liable to Plaintiff for actual and statutory damages, costs, and reasonable attorney's fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, demands judgment from Defendants as follows:

1. Award Plaintiff statutory damages not less than \$100 under the TDCA from Defendant;

2. Award Plaintiff actual damages under the TDCA from Defendant;
3. Award Plaintiff injunctive relief from Defendant under the TDCA to prohibit the Defendant from continuing to report the Consumer Debt on Plaintiff's consumer reports;
4. Award Plaintiff costs of this action, including reasonable attorneys' fees and expenses under TDCA; and
5. Award Plaintiff such other and further relief as this Court may deem just and proper.

DATED: May 18, 2021

Respectfully Submitted,

SHAWN JAFFER LAW FIRM PLLC

/s/ Shawn Jaffer

Shawn Jaffer

State Bar No. 24107817

Email: attorneys@jaffer.law

8111 LBJ Fwy, Suite 350

Dallas, TX 75251

T: (214) 494-1871

F: (888) 509-3910

Attorney for Plaintiff



13601 Preston Rd, Suite E770
Dallas, TX 75240
T: (214) 494-1871 * F: (469) 669-0786

5/25/2021 :
Judge Lisa
Justice of t
Tarrant Co



December 22, 2020

To: BBVA
2009 Beltline Rd SW
Decatur, AL 35603

VIA CERTIFIED MAIL

Our Client: Crystal Childs
3241 Outlook Ct
Fort Worth, Texas 76244

Social Security #: [REDACTED]
Date of Birth: 02/21/1975

**LETTER OF REPRESENTATION, DEBT VALIDATION DEMAND AND
DEMAND TO CEASE AND DESIST ALL COLLECTION ACTIVITIES &
COMMUNICATIONS WITH REPRESENTED PARTY**

Please be advised that the Shawn Jaffer Law Firm represents Crystal Childs.

This is a debt communication is a **Demand for Debt Validation** pursuant to the *Fair Debt collection Practices Act (FDCPA)* and the *Texas Debt Collection Act (TDCA)*. We are demanding validation pursuant to 15 USC 1692g Sec. 809 (b) of the FDCPA and pursuant to Texas Finance Code Sec. 292.202 of the TDCA. As such, we respectfully request that your office provides us with competent evidence that our client has any legal obligation to pay you, as listed below:

- Agreement with your client that grants you the authority to collect on this alleged debt.
- If you are debt buyer then the entire purchase and sales agreement for the debt at issue.
- A copy of the original agreement or contract.
- An application for credit bearing.
- Name and address of Current Creditor.
- Name and address of the Original Creditor.
- Full Account Number.
- Amount of alleged debt.
- Breakdown of the balance, showing all fees, charges, and interest.
- Date of original delinquency or charged off status.

- Please identify your debt collection bond company and bond number.

Additionally, we are demanding the removal, deletion, or suppression of any and all trade lines you are reporting regarding my client or relating to any alleged debts you claim my client owes you with Equifax, Experian, and TransUnion.

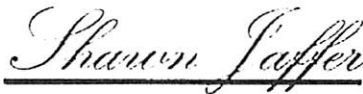
Failure to remove credit reporting tradelines or failure to produce requested documentation within 30 days of the receipt of this communication may cause my client to explore legal options against you.

Once you have produced the requested documents, please also provide us with a settlement demand that we can take to our client to consider a resolution on the alleged debt.

If your offices fail to respond to this validation request within 30 days from the date of receipt, all references to this account must be deleted and completely removed from my client's consumer credit reports and a copy of such deletion request must be sent to our offices within 30 days of receipt of this letter.

**FINALLY, WE DEMAND THAT YOU CEASE AND DESIST ALL
COMMUNICATIONS WITH OUR ABOVE IDENTIFIED CLIENT IMMEDIATELY
AND CONTACT OUR OFFICES DIRECTLY.**

Sincerely,

A handwritten signature in cursive script that reads "Shawn Jaffer". The signature is written in black ink and is positioned above a horizontal line.

Shawn Jaffer
Attorney at Law



2.7 BBVA USA (CLOSED)

Summary

Your debt-to-credit ratio represents the amount of credit you're using and generally makes up a percentage of your credit score. It's calculated by dividing an account's reported balance by its credit limit.

Account Number		Reported Balance	\$7,299
Account Status	CHARGE_OFF	Debt-to-Credit Ratio	97%
Available Credit	\$7,500		

Account History

The tables below show up to 2 years of the monthly balance, available credit, scheduled payment, date of last payment, high credit, credit limit, amount past due, activity designator, and comments.

Balance

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019				\$634	\$520		\$4,378	\$5,777	\$6,722	\$7,299		
2020												
2021												

Available Credit

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019												
2020												
2021												

Scheduled Payment

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019				\$13	\$10		\$88	\$116	\$134			
2020												
2021												

Actual Payment

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec

Date	Comment
05/2019	Account closed by credit grantor

Payment History

View up to 7 years of monthly payment history on this account. The numbers indicated in each month represent the number of days a payment was past due; the letters indicate other account events, such as bankruptcy or collections.

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	60	90	120	150	⊗	⊗	⊗	⊗	⊗	⊗	⊗	⊗
2019	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	30
2018	⊗	⊗	⊗	⊗	⊗	⊗	⊗	✓	✓	✓	✓	✓
✓ Paid on Time	30	30 Days Past Due	60	60 Days Past Due	90	90 Days Past Due	120	120 Days Past Due				
150 150 Days Past Due	180	180 Days Past Due	V	Voluntary Surrender	F	Foreclosure	C	Collection Account				
CO Charge-Off	B	Included in Bankruptcy	R	Repossession	TN	Too New to Rate	⊗	No Data Available				

Account Details

View detailed information about this account. Contact the creditor or lender if you have any questions about it.

High Credit		Owner	INDIVIDUAL
Credit Limit	\$7,500	Account Type	REVOLVING
Terms Frequency	MONTHLY	Term Duration	0
Balance	\$7,299	Date Opened	Jul 12, 2018
Amount Past Due	\$7,299	Date Reported	May 12, 2020
Actual Payment Amount		Date of Last Payment	Oct 01, 2019
Date of Last Activity		Scheduled Payment Amount	
Months Reviewed	21	Delinquency First Reported	
Activity Designator	CLOSED	Creditor Classification	UNKNOWN
Deferred Payment Start Date		Charge Off Amount	\$7,299
Balloon Payment Date		Balloon Payment Amount	
Loan Type	Credit Card	Date Closed	Jan 01, 2020
Date of First Delinquency	Nov 01, 2019		

Comments

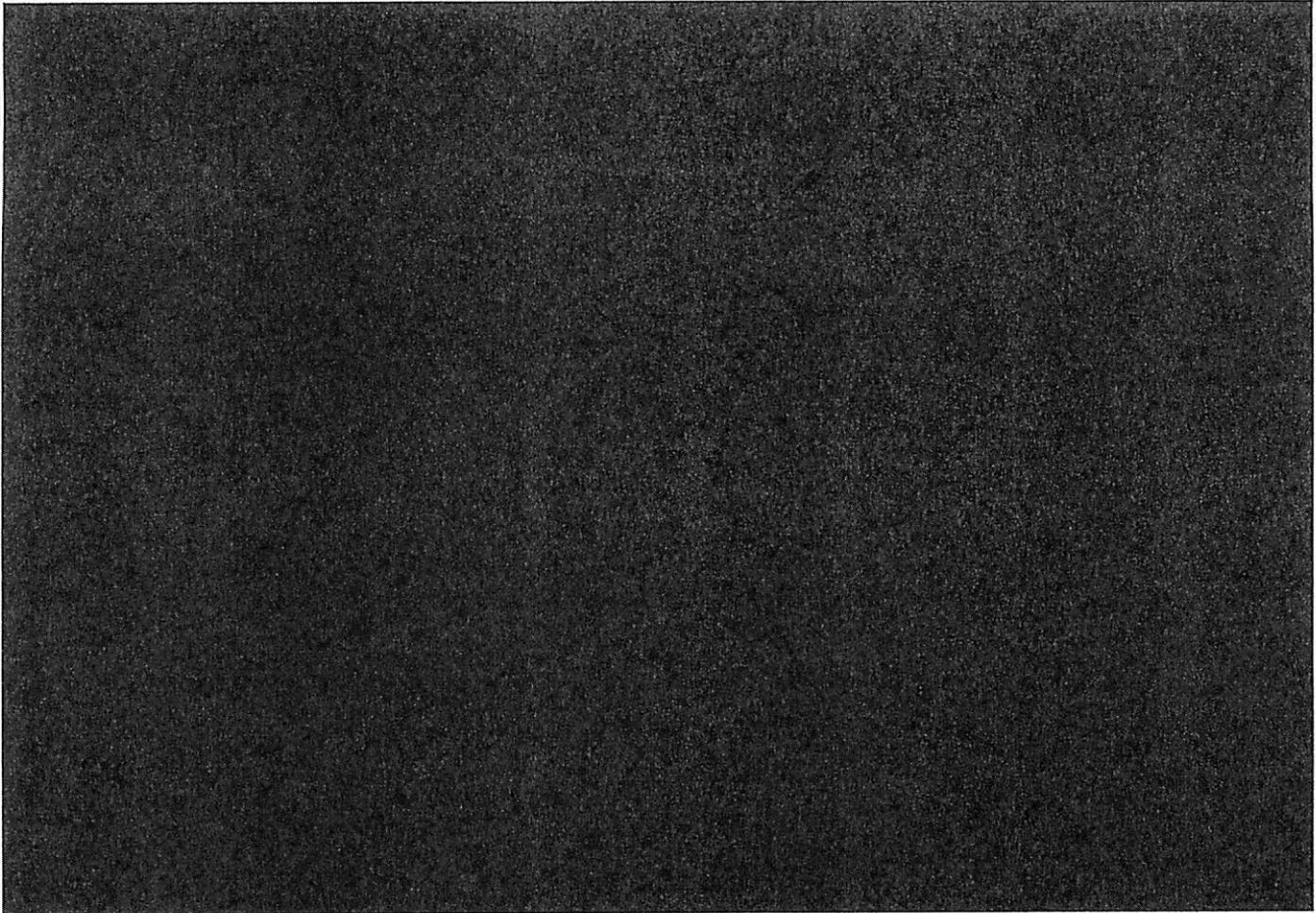
Charged off account
Account closed by credit grantor

Contact

BBVA USA
2009 BELTLINE ROAD SW
DECATUR, AL 35603
1-800-239-4357

4/1/2021

Annual Credit Report - Experian

**BBVA USA**

Potentially Negative

**Account Info**

Account Name

BBVA USA

Account Number

463829XXXXXXXXXX

Account Type

Credit card

Responsibility

Individual

Date Opened

07/12/2018

Status

Account charged off. \$7,299 written off. \$7,299 past due as of May 2020.

Status Updated

May 2020

Balance

\$7,299

Balance Updated

05/11/2020

Recent Payment

\$0

4/1/2021

Annual Credit Report - Experian

Monthly Payment

\$0

Credit Limit

\$7,500

Highest Balance

\$8,348

Terms

NA

On Record Until

Sep 2026



Payment History

	J	F	M	A	M	J	J	A	S	O	N	D
2020	60	90	120	150	CO	—	—	—	—	—	—	—
2019	o	o	o	o	o	o	o	o	o	o	o	30
2018	o	o	o	o	o	o	o	o	o	o	o	o
2017	—	—	—	—	—	o	o	o	o	o	o	o
o	Current on payments		30	30 Days Past Due		60	60 Days Past Due		90	90 Days Past Due		
120	120 Days Past Due		150	150 Days Past Due		CO	Charge off					

Payment history guide

Charge Off as of May 2020

150 days past due as of Apr 2020

120 days past due as of Mar 2020

90 days past due as of Feb 2020

60 days past due as of Jan 2020

30 days past due as of Dec 2019



Balance History

Date	Balance	Scheduled Payment	Paid
Apr 2020	\$8,348	\$167	\$0 on 10/9/2019
Mar 2020	\$8,188	\$164	\$0 on 10/9/2019
Feb 2020	\$8,032	\$161	\$0 on 10/9/2019
Jan 2020	\$7,866	\$157	\$0 on 10/9/2019
Dec 2019	\$7,704	\$187	\$0 on 10/9/2019
Nov 2019	\$7,549	\$199	\$0 on 10/9/2019
Oct 2019	\$7,130	\$143	\$134 on 10/9/2019
Sep 2019	\$6,722	\$134	\$116 on 9/2/2019
Aug 2019	\$5,777	\$116	\$88 on 8/6/2019
Jul 2019	\$4,378	\$88	\$570 on 7/8/2019

4/1/2021

Annual Credit Report - Experian

Date	Balance	Scheduled Payment	Paid
Jun 2019	\$520	\$10	\$100 on 5/14/2019
May 2019	\$620	\$12	\$14 on 5/6/2019
Apr 2019	\$634	\$13	\$50 on 4/8/2019

Additional info

Between Apr 2019 and Apr 2020, your credit limit/high balance was \$7,500

**Contact Info**

Address

PO BOX 11830,
BIRMINGHAM, AL 35202

**Comment**

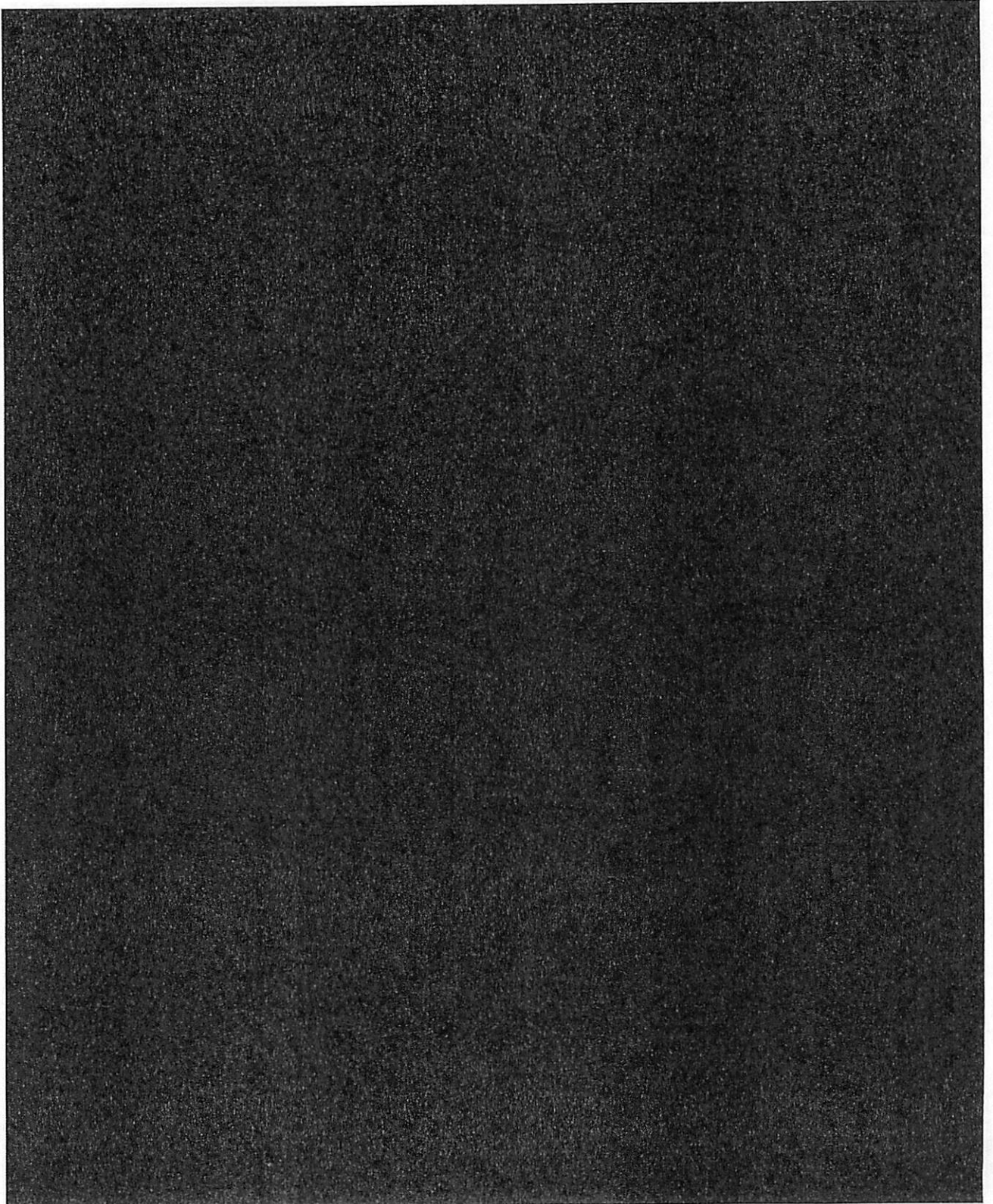
Current:

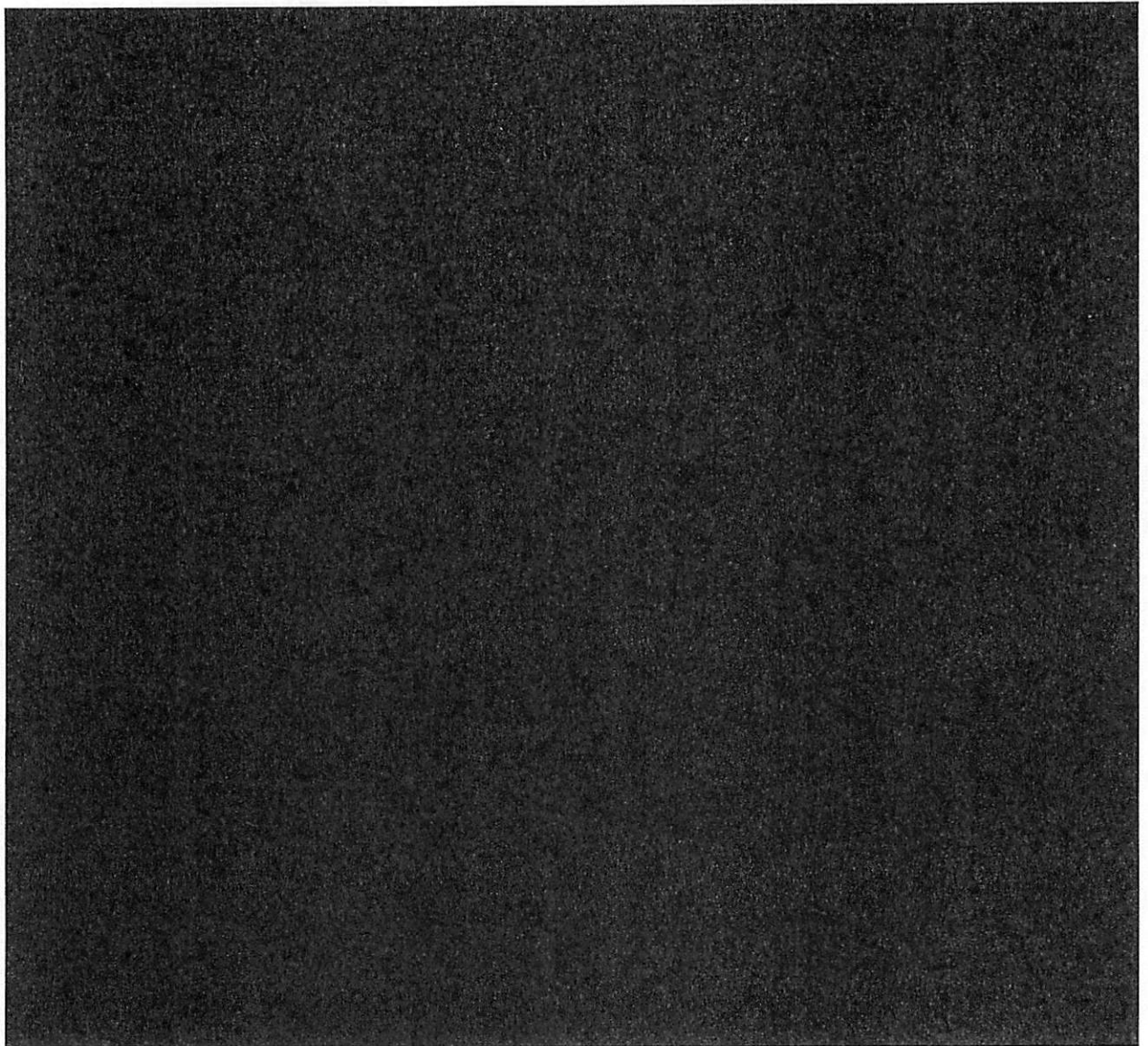
Account closed at credit grantor's request.

Previous:

None

BBVA USA #463829000135*****





Rating	OK
08/2018	

Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
06/2019	05/2019	04/2019	03/2019	02/2019	01/2019	12/2018	11/2018	10/2018	09/2018	08/2018

Rating	120	120	90	60	30	OK	OK	OK	OK	OK
04/2020	03/2020	02/2020	01/2020	12/2019	11/2019	10/2019	09/2019	08/2019	07/2019	06/2019

Remarks: CLOSED BY CREDIT GRANTOR; UNPAID BALANCE CHARGED OFF
Estimated month and year that this item will be removed: 10/2026
Past Due: >\$7,299<
Credit Limit: \$7,500
High Balance: \$8,348
Last Payment Made: 10/09/2019
Date Updated: 05/12/2020
Account Type: Individual Account
Loan Type: CREDIT CARD
Responsibility: Revolving Account
Terms: Paid Monthly
Date Closed: 01/10/2020
Maximum Delinquency of 120 days in 03/2020
for \$695 and in 04/2020 for \$847<

2009 BELTLINE ROAD
SW
DECATUR, AL 35603
(205) 933-3000

VULNERABLE POPULATIONS & COVID-19

COVID-19 is a new disease and there is limited information regarding risk factors for severe diseases. Based on currently available information and clinical expertise, **older adults and people of any age who have serious underlying conditions** might be at higher risk for severe illness from COVID-19.

Vulnerable Populations may include:

- People 65 years or older
- People who live in a nursing home or long-term care facility
- Individuals with serious health conditions such as:
 - High blood pressure
 - Chronic Lung Disease
 - Diabetes
 - Asthma
- Individuals with compromised immune systems (i.e. cancer, chemotherapy, Lupus, Type 1 Diabetes, or Rheumatoid Arthritis)

HOW THE JUSTICE OF THE PEACE, PRECINCT EIGHT, IS SUPPORTING OUR VULNERABLE POPULATION

Persons who are members of vulnerable populations and who are scheduled for court will be accommodated by being allowed to appear by phone or via Zoom. If you are considered part of this group, please contact the court at 817-531-5625 or JP8@TARRANTCOUNTY.COM once you have received your hearing date. Our office will do our best to accommodate you for your day in court.